

QUESTIONS AND ANSWERS REGARDING THE ORISE RFP NO. DE-RP05-00OR22750

This listing of Questions and Answers will be posted on the ORISE RFP procurement homepage as questions are received and responses are prepared. Offerors should frequently access this listing for updates.

(December 9, 1999)

QUESTION 1. Re: B.6 Performance Evaluation Plan

It appears from this section as well as Section B.5(a), that the government will unilaterally develop (and may later unilaterally change) the Performance Plan upon which the award fee is based. Is that correct? If that is your current intent, would you consider allowing the Contractor to participate in developing an equitable Performance Plan?

ANSWER: Yes, the Government has the right to establish the Evaluation Plan and modify the Plan for which a contractor's performance is evaluated provided notification is provided to the contractor at least 15 calendar days prior to the start of the evaluation period. While the authority ultimately belongs to the government, the intent is to have discussions with the contractor and seek input prior to finalizing the criteria to be considered under each area evaluated and the percentage of award fee, if any, available for each area. Under Subcriterion 1a, Understanding of Work and Management Approach, each offeror shall identify its proposed performance objectives to support the performance expectations. These performance objectives will form the basis on which to begin the negotiation of specific performance objectives for the first evaluation period of the base contract which will be established in the Performance Evaluation Plan.

QUESTION 2. Re: F.3 Principal Place of Performance

Do you expect any meaningful amount of work (10% or more) to be performed at the Contractor's facility?

ANSWER: The Government will review and evaluate each proposal upon its efficient and innovative proposed use of facilities and property (both Federal and contractor provided) and the effectiveness of its approach to providing ORISE's support functions (see Subcriterion 1b, Operations Support). Each proposal will be evaluated in its entirety to determine which offer is considered to be the best value and in the overall best interest of the Government.

QUESTION 3. Re: H.22 Workforce Transition and Management

The Right of First Refusal section states that "incumbent contractor employees" is defined as ... which are not Key Personnel identified in Section H.11 of Contract No. DE-AC05-76OR00033, Modification No. 230, and are not other first tier direct reports to the Director, Oak Ridge Institute for Science and Education ..." Could you please identify the specific individuals/positions that are not "incumbent contractor employees" according to the cited contract? This would avoid the possibility of proposing a "key person" then

finding that the position for which the key person was proposed, is an “incumbent contractor employee” position or is currently occupied by an “incumbent contractor employee” with first refusal rights.

ANSWER: No, the names of these individuals are business sensitive information. The Government has provided a listing of all ORISE employees by job classifications and current location of employment whom will be offered the “Right of First Refusal” on the ORISE RFP homepage (Information Resources List, General Information). The offeror shall present its organizational structure with names and titles for the Director (or equivalent) and for the first tier management and any other direct reports to the Director (or equivalent). The RFP requires *only* titles for second tier management to be provided. (See subcriterion 2b.)

QUESTION 4. Re: Section H.28 Assignment of Existing Agreements and Subcontracts

This requires that we agree to accept the assignment of all existing subcontract and agreements without any prior knowledge of any terms and conditions of such contracts/agreements. This may carry unacceptable liabilities. Would you consider deleting this requirement or disclosing all such agreements/contracts including all terms and conditions?

ANSWER: No, this clause allows for the continuity of operations. Elimination of this clause may result in the successful Contractor being required to resubmit ALL applications and agreements which have taken several years to negotiate and secure. Many of the subcontracts and agreements that the incumbent contractor has entered into to perform the services under the predecessor contract are to purchase materials, supplies, equipment, and services necessary to support ORISE operations and to meet the requirements of the many ORISE programs. Because many of these subcontracts contain a period of performance that extends past the period of performance for the current incumbent’s contract, the agreements contain a provision for transfer of administration of these agreements in its standard terms and conditions. Although many of the "purchase orders" are for routine supply items, the more complex "contracting" efforts are for a broad array of professional services and interagency agreements. Agreements such as the Oak Ridge Reservation PCB Federal Facilities Compliance Agreement are a matter of public record and are between DOE and the appropriate regulatory authorities. Contractors are contractually required to comply with these agreements and are not responsible for preexisting conditions. (See Section I.44, DEAR 970.5204-75 Preexisting Conditions and I.40, DEAR 970.5204-31 Insurance–Litigation and Claims.) A vast majority of the purchase agreements are fixed price. A copy of the various standard terms and conditions and provisions may be found at the ORISE procurement homepage at URL address: <http://www.ornl.gov/procurement/business.htm>.

QUESTION 5. H.30 Separate Corporate Entity

We assume that this separate corporate entity can be established after contract award. We also assume that past performance data will be from the parent (prime) contractor and

team members and not from the separately organized corporation. Are these assumptions correct?

ANSWER: Yes, the separate corporate entity can be established after contract award; however, a Performance Guarantee (see H.31 Performance Guarantee) is required to be submitted with proposal . Performance of the contract must be guaranteed by the offeror's parent organization, including the organization of **each** member of a joint venture, limited liability company, etc.

Yes, past performance data is required from all members of a joint venture, or teaming arrangement, and if newly formed, shall include parent companies and limited liability members as stated in the RFP, under Criterion 3.

Question 6. Since the Government is providing all facilities, will ORISE/DOE retain all liability for environmental problems, particularly those associated with past or present chemical, biological, and radiological research?

ANSWER: The Government may or may not be providing all facilities. See Subcriterion 1b: Operations Support requirements.

In addition, see Section I.44 DEAR 970.5204-75 Preexisting conditions (Jun 1997) Alternate II (June 1997) of the RFP. *"The Department of Energy agrees to reimburse the contractor, and the contractor shall not be held responsible, for any liability (including without limitation, a claim involving strict or absolute liability and civil fine or penalty), expense, or remediation cost, but limited to those of a civil nature, which may be incurred by, imposed on, or asserted against the contractor arising out of any condition, act, or failure to act which occurred before the contractor assumed responsibility on (date to be determined). To the extent the acts or omissions of the contractor cause or add to any liability, expense, or remediation cost resulting from conditions in existence prior to (date to be determined), the contractor shall be responsible in accordance with the terms and conditions of this contract."*

This language is consistent with current environmental regulations. However, for the Government facilities provided, DOE has contractually limited the successful contractor from preexisting conditions whereas the law allows for ALL parties to be jointly and severably liable.

Question 7. Would the Government consider an extension of the proposal due date since the current due date falls closely after the holiday season?

ANSWER: The Government has considered an extension of the proposal due date and will amend the RFP to reflect a due date for proposals of February 1, 2000.

Question 8. Will the slides be evaluated before or during oral presentation? Or both?

ANSWER: The slides will be reviewed by the Source Evaluation Board team prior to and during the oral presentations and will be a consideration in the overall evaluation of the criteria.

Question 9. Why is this not a fixed price contract?

ANSWER: The Statement of Work does not lend itself to a fixed price contract.

Question 10. How long (time period) is the Government's lease of the Vance Road facilities?

ANSWER: The Vance Road facilities are Government-owned except the REAC/TS Center located in the Methodist Medical Center located on Vance Road. The Government has a 20-year Use Permit "lease", executed on July 2, 1998, with the hospital for use of these facilities.

(December 15, 1999)

QUESTION 11. May bidders bid less than the required DPLHs if sufficient rationale is presented (i.e., organizational efficiencies)?

ANSWER: The RFP does not require an offeror to propose a certain number of DPLHs in its proposal. The RFP does require that "incumbent contractor employees" (as defined under the Right of First Refusal (ROFR) section of the clause entitled "Workforce Transition and Management" in Section H) will become employees of the Contractor. However, as further stated: "The requirements of this section do not preclude the Contractor from conducting a reduction-in-force as necessary after becoming responsible for the work to meet the staffing needs of its own organization, subject to prior coordination with DOE." The Government has provided a listing of all ORISE job classifications with number of employees, full-time equivalency, and location of those employees covered under the ROFR. (See ORO Procurement ORISE Solicitation Homepage.)

For the purpose of completing the operating cost proposal, the offeror is required to assume that the employee labor cost, for the incumbent contractor employees covered under Workforce Transition and Management is \$20,000,000 annually. The offeror shall also assume, for the purpose of completing the cost proposal, that the level of such employment will remain constant for the term of the contract. (See clause L.3, 52.215-20 Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data, paragraph (b)(2), footnote 1). Based upon the unavailability of data to offerors of actual personnel salary rates of individual incumbent personnel, the offeror will be unable to propose cost efficiencies of proposed labor cost and reductions in the number of "incumbent contractor employees."

QUESTION 12. Re: Subcriterion 2b: Organizational Structure

**What is meant by the “. . . extent to which the offeror’s organizational elements and staff are organized to effectively and efficiently plan and implement the statement of work . . .”
Is the Government looking for staff reductions in the organizational structure?**

ANSWER: No, the Government is not looking for staff reductions to be proposed under this criterion. (See Question 11 Answer above.) For purposes of proposal development, the offeror is to assume that the level of such employment will remain constant for the term of the contract. Under Subcriterion 2b: Organizational Structure, it states in part: "The proposal will be evaluated upon the extent to which the offeror's organizational elements and staff are organized to effectively and efficiently plan and implement the statement of work and . . ." It further states in Section L under this subcriterion, "The offeror shall discuss the rationale for the proposed organizational structure, including organizational elements with their associated functions and staffing levels."

QUESTION 13. Re: L.24 ORO L156 Preparation Instructions–Oral Presentation and Volume II (Sep 1999), Oral Presentations - Ground Rules, Visual Aids Instructions state that “Offerors may use only black and white overhead text slides and color graphical (pictures and charts) slides.” (a) On the black/white text slides, is it permissible to use a light color background to soften the effect? (b) On the graphical slides, is it permissible to use text in colors other than black (for example, to emphasize important points or as reverse colored text within colored boxes)?

ANSWER: After considering your questions, the Government has decided to amend the RFP to clarify the Government’s intent in establishing the ground rules in the preparation of slides and to allow the offeror more flexibility in its oral presentation. Clause L.24 ORO L156 Preparation Instructions-Oral Presentation and Volume II (Sep 1999), Oral Presentations - Ground Rules, section “Visual Aids,” is revised to delete the following sentence: “Offerors may use only black and white overhead text slides and color graphical (pictures and charts) slides,” and insert the following three sentences:

The offeror may use any means it wishes to make its oral presentation (e.g., overheads, slides, foam board, computer, etc.); except no video presentations will be allowed. Materials utilized shall be suitable for oral and visual presentation. Unnecessary elaborate presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror’s lack of cost consciousness.

In addition, the section entitled “Copies of Visual Materials,” the first sentence is deleted and the following two sentences are inserted in lieu thereof:

Paper copies of the offeror’s visual materials shall be submitted to the Government as a part of its proposal and are subject to the provisions of the clause in Section L entitled, “Late submissions, Modifications, and Withdrawals of Proposals.” If visual materials such

as flip charts, foam board, etc., are to be used, the full size charts or boards do not have to be submitted with the proposal, but paper copies containing the same information as these materials must be included with the proposal.

The remaining text in each of the clauses remains in full force and effect. See RFP Amendment 002.

(December 28, 1999)

QUESTION 14. Paragraph L.3(b)(2) of the RFP uses the phrases “base term,” “option term,” and “the sum of the terms.” Footnote 1 to this paragraph states that the offeror shall assume, for purposes of completing the cost proposal, that the stated level of employment “will remain constant for the term of the contract.” Does “term of the contract,” as used in this provision, mean the transition period plus the 3-year base term?

ANSWER: No, the “term of the contract” as used in footnote 1 of paragraph L.3(b)(2) of the RFP does not mean the transition period plus the 3-year base term. The phrase “term of the contract” as used in this footnote means the base term (excluding the transition period) and the option term. (See also Question/Answer 11.) Transition cost data should be provided separately and in accordance with paragraph L.3(b)(3).

(January 4, 2000)

QUESTION 15. In addition to the list of incumbent employee benefits provided on the ORISE SEB website, and in Attachment M-2 to the RFP, there are legally required employee benefits (such as FICA, Workers Compensation, state unemployment tax, etc.). Must these legally required benefits be included in the indirect cost category of the cost proposal?

ANSWER: The cost of such legally required benefits should be presented based on the offeror’s approved accounting system. Usually, approved accounting systems do allocate these costs under its Indirect Costs category (see L.3 (5) Other Cost Data, Indirect Costs). The Government does not dictate the format for information presenting these required benefits; however, it is the offeror’s responsibility to present this information in a manner that facilitates evaluation.

QUESTION 16. In Section L.3(b)(2), are offerors to assume that the stated annual assumptions in footnotes 3 through 6 are applicable to the “option term” as well as the “base term” of the contract?

ANSWER. Yes.